

STATE OF GEORGIA
COUNTY OF HENRY
CITY OF STOCKBRIDGE

RESOLUTION R15634

A RESOLUTION AUTHORIZING THE CITY OF STOCKBRIDGE TO EXECUTE AN AMENDED AGREEMENT BETWEEN THE CITY AND GEORGIA CRIME INFORMATION CENTER, NATIONAL CRIME INFORMATION CENTER, AND CRIMINAL JUSTICE INFORMATION SYSTEM REGARDING GUIDELINES TO ENSURE SECURITY, PRIVACY, ACCURACY AND COMPLETENESS OF CRIMINAL HISTORY CHECKS; APPOINTING AN AGENCY HEAD; APPOINTING A PRIMARY TERMINAL AGENCY COORDINATOR AND AN ALTERNATE TERMINAL AGENCY COORDINATOR; PROVIDING FOR TRAINING RESOURCES AS NECESSARY; AUTHORIZING MAYOR TO SIGN ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; AUTHORIZING CITY CLERK TO ATTEST SIGNATURES AND AFFIX THE OFFICIAL SEAL OF THE CITY, AS NECESSARY; REPEALING INCONSISTENT RESOLUTIONS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Stockbridge ("City") is a municipal corporation located within Henry County, Georgia duly organized and existing under the laws of the State of Georgia and is charged with providing public services to residents located within the corporate limits of the City;

WHEREAS, the City is empowered pursuant to Section 4.10 of the City Charter to prescribe the functions or duties and establish, abolish, or alter all nonelective offices, positions of employment, departments and agencies of the City;

WHEREAS, the City operates and manages its municipal court to enforce ordinances and state law;

WHEREAS, the City has previously adopted a resolution dated May 14, 2012 approving the execution of a user agreement ("User Agreement") with the Georgia Crime Information Center ("GCIC"), the National Crime Information Center ("NCIC"), and the Criminal Justice Information System ("CJIS") to establish guidelines to ensure the security, privacy, accuracy and completeness of dissemination of record information, including wanted/missing persons, drivers' histories, criminal histories, hit procedures, guns, articles, boats and securities, a copy of said resolution being attached hereto as Exhibit "A" and made a part hereof;

WHEREAS, under the previous agreement, the presiding Municipal Court Judge was designated as the Agency Head, the Municipal Court Clerk was designated as the Terminal Agency Coordinator, and the Deputy Municipal Court Clerk was designated as the Alternate Terminal Agency Coordinator;

WHEREAS, the City finds it necessary to execute a new User Agreement to designate an Agency Head and confirm a new Terminal Agency Coordinator and Alternate Terminal Agency Coordinator, as described in the proposed new User Agreement, attached hereto as Exhibit "B"; and

WHEREAS, the City wishes to authorize the Mayor to execute the User Agreement attached as Exhibit "B".

THEREFORE, IT IS NOW RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKBRIDGE, GEORGIA, AS FOLLOWS:


1. **Agency Head.** The City Council hereby reaffirms that the duties of Agency Head specified in the User Agreement. The City Council hereby designates the City Manager as the Agency Head, authorized to fulfill all duties required pursuant to the User Agreement.
2. **Terminal Agency Coordinator.** The City Council hereby affirms the duties of Terminal Agency Coordinator specified in the User Agreement. The City Council designates the Senior Court Administrator as the Terminal Agency Coordinator, authorized to fulfill all duties required pursuant to the User Agreement. In the event the Senior Court Administrator is absent for any reason, unable to fulfill her duties, or the position of Senior Court Administrator is vacant, the duties of the Terminal Agency Coordinator shall be fulfilled by the Municipal Court Clerk.
3. **Training Resources.** The City shall provide training and certification resources necessary for the aforementioned designees to perform the duties described in Exhibit "B" and all other duties required by law in an expeditious and financially prudent manner. In the event the City finds it ' necessary to fulfill the role of TAC during the training and certification period, the City may appoint a law enforcement officer to temporarily complete said duties.
4. **Approval of Execution.** The City hereby approves the new User Agreement attached hereto as Exhibit "B," and the Mayor is hereby authorized to execute said User Agreement between the City of Stockbridge and the GCIC, NCIC and CRS. All other policies and regulation of the City previously in existence which relate to GCIC, NCIC and CRS shall remain in full force and effect.
5. **Documents.** The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate the Agreement, subject to approval as to form by the City Attorney.
6. **Severability.** To the extent any portion of this Resolution is declared to be invalid, unenforceable or non-binding, that shall not affect the remaining portions of this Resolution.

7. **Repeal of Conflicting Provisions.** All City resolutions are hereby repealed to the extent they are inconsistent with this Resolution.
8. **Effective Date.** This Resolution shall be effective on the date of its approval by the City Council and Mayor as provided in the City Charter.


SO BE IT RESOLVED this 9th day of March 2015.


ALPHONSO THOMAS, Mayor Pro Tem

ATTEST:

 (SEAL)
VANESSA HOLIDAY, City Clerk

APPROVED AS TO FORM:


MICHAEL WILLIAMS, City Attorney



**Georgia Crime Information Center
Criminal Justice Information System
User Agreement**

This document constitutes an agreement between the Georgia Crime Information Center (GCIC), State Administrator of the Georgia Criminal Justice Information System (CJIS) network and an Agency accessing and/or obtaining information from the GCIC network.

AGENCY: Stockbridge Municipal Court ORI: GA075041J

ADDRESS: 4602 North Henry Blvd
(please use physical address)

CITY: Stockbridge STATE: GA ZIP CODE: 30281

Agency Type: ☐ Non-terminal ☒ Terminal/inquiry only
 ☐ Terminal/full service

This agreement sets forth duties and responsibilities for both GCIC and the Agency accessing and/or obtaining information from the GCIC network.

General Provisions

GCIC agrees to serve as the State CJIS Systems Agency (CSA) to facilitate the exchange of information between agencies, the National Crime Information Center (NCIC), the Georgia Department of Driver Services (DDS), the Georgia Department of Revenue (DOR), the Law Enforcement National Data Exchange (NDEx), the National Instant Criminal Background Checks System (NICS), and the International Justice and Public Safety Network (NLETS) 24 hours a day, seven days a week.

The Agency shall abide by all laws of the United States and the State of Georgia, GCIC Council Rules, the FBI CJIS Security Policy and Addendum and all operational policies of NCIC, NLETS and GCIC that regulate the appropriate security measures as applicable to physical security of network terminals, remote/mobile devices and telecommunication lines; personnel security to include background screening requirements; technical security to protect against unauthorized use; data security to include III use, dissemination, validation and logging; and security of criminal justice information.

The Agency shall establish a written discipline policy for violations of GCIC Council Rules and the FBI CJIS Security Policy as amended [(Rule 140-2-.09(5))] and advise its employees of the penalties for illegal actions with regard to criminal justice information, as defined in O.C.G.A. §16-9-90 et. seq., O.C.G.A. §35-3-38 and GCIC Rule 140-1-.05 (Amended).

As specified by GCIC Council Rules, GCIC reserves the right to impose administrative sanctions, including termination of this agreement, with or without notice upon determining that the Agency has violated the terms of this agreement, GCIC Council Rules, or the laws governing the operation of the CJIS network; such termination shall be pursuant to GCIC Council Rules.

Non-Terminal Agency Provisions

_____ (Agency Head initials)

GCIC agrees to allow CJIS network service for a Non-Terminal Agency via a designated Terminal Agency. Unless otherwise restricted by GCIC, the Non-Terminal Agency is authorized full access to all CJIS network services and files.

The Non-Terminal Agency agrees to enter into a *Holder of Record Agreement* or *Network Service Agreement* with the Terminal Agency providing CJIS network service for all entries of wanted/missing persons, and/or stolen/abandoned property records, and/or sex offender records, and/or protection order records, unless otherwise restricted.

Restrictions: _____

(No entry of wanted/missing person and/or stolen abandoned property records, and/or sex offender records, and/or protection order records.)/ (None.)

Terminal Agency Provisions

ms (Agency Head initials)

INITIAL HERE

GCIC reserves the right to approve/disapprove the location of any device(s) at a Terminal Agency, in advance of such placement. Upon completion of the installation of a CJIS network device, the Terminal Agency agrees that its equipment is compatible with GCIC standards. GCIC will make the final determination. The Terminal Agency agrees to assume responsibility for all costs associated with the installation and operation of its device(s). The Terminal Agency further agrees to maintain current maintenance contracts with appropriate vendors, including private internet service providers for the devices, modems, routers, servers and diagnostic devices that connect to the CJIS network.

GCIC will provide training materials, guidelines and instructions for CJIS network terminal operators to the Terminal Agency, which is responsible for ensuring that all CJIS related training is provided as described in GCIC Council Rule 140-2-.16 (Amended).

The Terminal Agency agrees to appoint a Terminal Agency Coordinator (TAC) and to require the TAC and all terminal operators to be trained and certified as required by GCIC Council Rule 140-2-.16 (Amended).

The Terminal Agency agrees to follow procedures and techniques established by GCIC. GCIC agrees to provide assistance to the Terminal Agency to assure timely, efficient and accurate CJIS network operations.

The Terminal Agency agrees to obtain, at agency expense, SSL VPN user IDs and/or implement an approved encryption solution, whichever is applicable to the Terminal Agency network connection. The Georgia Technology Authority assigns and controls SSL VPN user IDs and a monthly fee is required. Also, the Terminal Agency agrees to obtain user IDs for applications provided by GCIC. The Terminal Agency further agrees not to allow the sharing of any user IDs that access the CJIS network and will ensure all unused user IDs are removed when no longer needed.

Upon request, the Terminal Agency agrees to provide a Non-Terminal Agency the necessary assistance to process criminal justice information and communications through record inquiries, message transmittals and/or record entries in accordance with GCIC and FBI/NCIC standards. When furnishing assistance to a Georgia criminal justice agency, the Terminal Agency will limit access of information, including criminal history record information (CHRI) to those agencies and its employees who already have User Agreements on file with GCIC and to agencies authorized to receive such information.

Restrictions: Inquiry only.

(No entry of wanted/missing person and/or stolen abandoned property records.)/ (None.)

Regional Dispatch Centers

Regional Dispatch Centers shall, upon request, assist criminal justice agencies in criminal justice information processing and communications through record inquiries, message transmittals, or record entries **using the ORI of the requesting agency** in keeping with GCIC standards. Service Agreements shall be executed as required by GCIC Council Rule 140-2-.13.

“P” Ending ORI _____(Agency Head initials)

The Regional Dispatch Center agrees **not** to access, collect, store, or disseminate CHRI.

The Regional Dispatch Center agrees to access and disseminate driver history (DDS) and vehicle registration (DOR) information only for law enforcement and criminal justice purposes as outlined in DDS and DOR law, rules and regulations concerning access, dissemination and logging of such.

“N” Ending ORI _____(Agency Head initials)

The Regional Dispatch Center agrees to limit access to CHRI to those criminal justice officials and agencies entitled to such access and **only access CHRI using the ORI number of the requesting agency**. Further, the User Agency agrees to access and disseminate CHRI only in accordance with the Rules of the GCIC Council and Georgia statutes implemented by the Rules and NCIC policy.

The Regional Dispatch Center agrees to access and disseminate driver history (DDS) and vehicle registration (DOR) information only for law enforcement and criminal justice purposes as outlined in DDS and DOR law, rules and regulations concerning access, dissemination and logging of such.

The Regional Dispatch Center agrees to disseminate CHRI to those private companies or corporations that can legally receive it. Private probation companies must have an approved contract with a court in order to obtain full CHRI as allowed by GCIC/NCIC policy.

Restrictions: _____

Requests from non-criminal justice agencies will be processed in strict compliance with GCIC Council Rules. GCIC reserves the right to restrict the type and scope of data to which the Regional Dispatch Center may have access.

Private Probation Agency Provisions

_____ (Agency Head initials)

A private probation agency must have a written contract with a court or multiple courts to provide specific services for the administration of criminal justice, e.g. probation services. The contract between a private probation agency and the criminal justice agency or agencies must incorporate the Security Addendum approved by the Director of the Federal Bureau of Investigation (FBI), acting for the U.S. Attorney General. The Security Addendum authorizes access to criminal history record information and criminal justice information, limits use of the information to the specific purpose for which it was provided, ensures the security and confidentiality of the information consistent with applicable laws and regulations, provides for sanctions and contains such other provisions as the FBI Director (acting for the U.S. Attorney General) may require pursuant to 28 CFR 20.33 (a) (7). Employees must submit to a fee-based FBI fingerprint background check.

Restrictions: _____

(No entry of wanted/missing person and/or stolen abandoned property records)/ (None)

IN WITNESS WHEREOF, the parties have executed this agreement as of the date set forth below:

User Agency Head

Michael C. Harris / City Manager
Signature/Title

Michael C. Harris, City Manager

Print Name

Date

3/11/2015

Deputy Director for GCIC

Temi Fisher
Signature

Temi Fisher

Print Name

Date

3/17/2015

Mail the signed GCIC CJIS User Agreement to:
GCIC Director
P.O. Box 370808
Decatur, Georgia 30037-0808

STATE OF GEORGIA
COUNTY OF HENRY
CITY OF STOCKBRIDGE

RESOLUTION 2012 - 12-435

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WHEREAS, the City operates and manages its municipal court to enforce ordinances and state law; and

WHEREAS, the City has previously adopted a resolution dated December 13, 2010 approving the execution of a user agreement ("User Agreement") with the Georgia Crime Information Center ("GCIC"), the National Crime Information Center ("NCIC"), and the Criminal Justice Information System ("CJIS") to establish guidelines to ensure the security, privacy, accuracy and completeness of dissemination of record information, including wanted/missing persons, drivers' histories, criminal histories, hit procedures, guns, articles, boats and securities, a copy of said December 13, 2010 resolution being attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, under the previous agreement, the presiding Municipal Court Judge was designated as the Agency Head, the Municipal Court Clerk was designated as the Terminal Agency Coordinator, and the Deputy Municipal Court Clerk was designated as the Alternate Terminal Agency Coordinator; and

WHEREAS, the City finds it necessary to execute a new User Agreement to designate an Agency Head and confirm a new Terminal Agency Coordinator and Alternate Terminal Agency Coordinator, as described in the proposed new User Agreement, attached hereto as Exhibit "B"; and

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Administrator is vacant, the duties of the Terminal Agency Coordinator shall be fulfilled by the Municipal Court Clerk.

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5. **Documents.** The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate the Agreement, subject to approval as to form by the City Attorney.
6. **Severability.** To the extent any portion of this Resolution is declared to be invalid, unenforceable or non-binding, that shall not affect the remaining portions of this Resolution.
7. **Repeal of Conflicting Provisions.** All City resolutions are hereby repealed to the extent they are inconsistent with this Resolution.
8. **Effective Date.** This Resolution shall be effective on the date of its approval by the City Council and Mayor as provided in the City Charter.

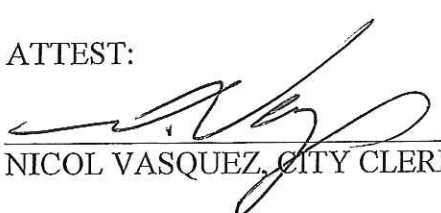
SO RESOLVED, this the 14 day of May, 2012.

CITY OF STOCKBRIDGE, GEORGIA



LEE STUART, MAYOR

ATTEST:



NICOL VASQUEZ, CITY CLERK

APPROVED AS TO FORM:

JACK HANCOCK, CITY ATTORNEY
00102424

**Georgia Crime Information Center
Service Agreement
Criminal History Record Checks by Employers and Licensing Authorities**

Georgia law authorizes the Georgia Crime Information Center (GCIC), a division of the Georgia Bureau of Investigation (GBI), to disseminate criminal history record information to private persons and businesses, public agencies and political subdivisions as provided in the Official Code of Georgia (O.C.G.A) §§ 35-3-34 and 35-3-35.

Certain agencies are authorized by Georgia and federal law to obtain a national criminal history record check. Federal law, commonly referred to as Public Law (Pub. L.) 92-544, requires that a state enact a statute authorizing the check of national criminal history records. The state statute must be specific in nature, identify the category of applicants, require fingerprinting of the applicants and authorize submission of the fingerprints to the FBI for a national criminal history record check. Public agencies with this authority must have a Federal Bureau of Investigation (FBI) assigned Originating Agency Identifier (ORI). Agencies authorized to obtain only a Georgia criminal history record check must have a GCIC assigned Originating Agency Code (OAC). The agency head for each authorized agency or licensing authority must also designate an agency contact. The agency head and contact will sign a GCIC Service Agreement and will receive criminal history record information from GCIC (and the FBI when authorized) on behalf of any private person, business, commercial establishment or authorized governmental agency eligible to request such information. GCIC must be notified in writing whenever there is a change in the agency head or contact and the new agency head or contact must sign a new Service Agreement. Service Agreements must be re-signed every two (2) years, even if the agency head or contact remains the same.

Requesting agencies shall provide the fingerprints of individuals whose records are being requested in a manner prescribed by the GCIC and with the appropriate fee. Agencies should inform each individual that his or her fingerprints will be used to perform Georgia and FBI (when authorized) criminal history record checks for the purpose of determining suitability for licensing or employment.

When the results of a criminal history record check cause an adverse employment or licensing decision, Georgia law requires that the applicant must be informed by the individual, business or agency making the adverse decision of all information pertinent to that decision. This disclosure must include information that a criminal history record check was conducted, the specific contents of the record, and the affect the record had upon the employment/licensing decision. O.C.G.A. §§ 35-3-34(b) and 35-3-35(b) classifies failure to provide all such information to the person subject to the adverse decision as a misdemeanor offense.

Use of Georgia and FBI criminal history records obtained under this Service Agreement are solely for the purpose requested and cannot be disseminated outside the receiving agency. O.C.G.A. § 35-3-38 establishes criminal penalties for requesting, obtaining, communicating or attempting to communicate criminal history record information under false pretenses or in a negligent manner. All criminal history record information received from GCIC and/or the FBI for background check purposes shall be stored in a secure location. Areas in which the information is processed and handled shall be restricted to authorized personnel in the

performance of their duties. When such information is no longer needed, it shall be destroyed by burning, shredding or other method rendering the information unreadable.

Agencies utilizing this service agree to keep all records necessary to facilitate a security audit by the GCIC and to cooperate in such audits as GCIC or other authorities may deem necessary. Examples of records that may be subject to audit are: criminal history records, notification that an individual has no criminal history, agency policies and procedures articulating the provisions for physical security, records of all disseminations of criminal history record information, and a current executed Service Agreement with GCIC.

Employers or licensing authorities assume liability for fees incurred with all fingerprint submissions, including fingerprints submitted as undocumented duplicate submissions, fingerprints submitted in error, unannounced test records, etc. Agencies mailing applicant fingerprint cards directly to GCIC may arrange with the GBI Finance Office to be billed for these services. However, agencies submitting applicant fingerprint cards electronically to GCIC must establish billing arrangements prior to beginning submissions. Agencies submitting fingerprint submissions to GCIC via the Georgia Applicant Print Service (GAPS) must register and make payment arrangements with Cogent Systems, Inc. prior to beginning submissions.

All agencies that are billed for services must maintain fiscal responsibility. Failure to comply with the terms of the GBI Finance Billing Agreement will result in termination of the billing arrangement and can result in termination of this Service Agreement. Agencies submitting requests via the GAPS must comply with fee schedules and payment requirements as outlined in that program.

GCIC will provide this service as long as a valid Service Agreement exists.

Georgia Crime Information Center (GCIC)
Service Agreement
Criminal History Record Checks by Employers and Licensing Authorities

| | |
|--|--|
| Agency Name | <u>City Of Stockbridge</u> |
| Agency Address | <u>4602 North Henry Blvd.</u> |
| City/State/Zip Code | <u>Stockbridge GA 30081</u> |
| Agency Mailing Address | <u>Same</u> |
| City/State/Zip Code | <u>Same</u> |
| Agency Phone Number | <u>770-389-7900 ext. 251</u> |
| Agency Email Address | <u>usmith-sellers@cityofstockbridge-ga.gov</u> |
| Agency ORI or OAC# (As assigned by FBI or GCIC) | <u>GA923014Z</u> |

NOTE: If your agency/business does not have an ORI or OAC number, leave the ORI or OAC field blank. An ORI or OAC will be assigned to your agency and mailed to the above address.

IMPORTANT: The agency head, or designee, of a non-criminal justice agency, i.e. State, County or City Government, public or private school requesting an ORI number must submit a letter, on agency letterhead, with a brief description of services provided. Additionally, the request must state whether the agency is requesting an ORI to conduct FBI fingerprint-based record checks under the authority of 1) a specific state law (O.C.G.A.) that is a FBI approved Public Law (Pub. L.) 92-544 statute or, 2) federal authority (such as the Adam Walsh Child Protection and Safety Act). In addition, further information may be necessary for ORI requests submitted for FBI record checks under federal authority.

Will the ORI or OAC # be used for enrollment in Georgia Applicant Processing Services (GAPS)? ____

Agency Head



Signature

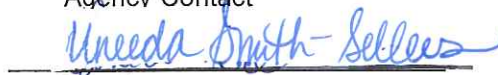
Michael C. Harris / City Manager

Print Name/Title

3/11/2015

Date

Agency Contact



Signature

Ureeda Smith-Sellers / Occupational Tax Clerk

Print Name/Title

3/18/2015

Date

Mail Signed Applicant Service Agreement to:

Georgia Bureau of Investigation (GBI)
Georgia Crime Information Center (GCIC)
CCH/Identification Services Unit
P.O. Box 370808
Decatur, Georgia 30037-0748
FAX: 404-270-8417
EMAIL: GAApplclicant@gbj.ga.gov